

MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27th day of August, 2013, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and GUNNISON-CRESTED BUTTE TOURISM ASSOCIATION, hereinafter called "TOURISM ASSOCIATION", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for TOURISM ASSOCIATION to perform certain services to the community; and

WHEREAS, CITY believes the creation of a “mini vacation planner” for the Gunnison-Crested Butte area will bring a more prominent focus to the Gunnison-Crested Butte area as a preferred vacation destination; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. TOURISM ASSOCIATION agrees to apply to the Colorado Tourism Office (CTO) Matching Grant Program for financial assistance in funding a \$96,000 Gunnison-Crested Butte mini vacation planner insert within the 2014 Official State Vacation Guide.
2. TOURISM ASSOCIATION agrees to allow CITY to provide input on Gunnison assets and attractions for inclusion in the mini vacation planner insert.
3. TOURISM ASSOCIATION agrees to:
 - (a) demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups,
 - (b) demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison),

- (c) acknowledge the financial support of the City of Gunnison in advertising and promotional literature,
 - (d) not utilize City funds as a “pass through” to other City funded programs without a specific allowance or reference in this agreement.
3. GUNNISON hereby agrees to provide funds previously appropriated and budgeted under economic development in the amount of Eight-Thousand Three-Hundred Thirty-Four and no/100 Dollars (\$8,334.00) to TOURISM ASSOCIATION within thirty (30) days of approval of the CTO grant request.
 4. TOURISM ASSOCIATION agrees to provide GUNNISON with a synopsis of the advertising campaign during the term of this agreement, and in no event, later than December 31, 2013.
 5. This written agreement constitutes the only expressed or implied understanding between GUNNISON and TOURISM ASSOCIATION, respectively.
 6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

Gail A. Davidson
City Clerk

CITY OF GUNNISON, a Colorado
home-rule municipality

By_____
Robert E. Drexel
Mayor

GUNNISON-CRESTED BUTTE TOURISM
ASSOCIATION

By_____
Pamela Loughman
Executive Director